

RESOLUTION No. 2016-\_\_\_\_\_

A RESOLUTION ACCEPTING A PERMANENT EASEMENT IN HIDDEN BLUFFS

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington; and

WHEREAS, the City of Bloomington, a Minnesota municipal corporation, acting by and through its City Council, is authorized by law to acquire lands and easements need for public purposes; and

WHEREAS, the property located at 6835 Auto Club Road is in need of connecting to an existing sanitary sewer system due to a failing septic system on said property; and

WHEREAS, Bethany Fellowship, Inc., owner of the property located at 6820 Auto Club Road, consents to the property listed above to connect to their existing private sanitary sewer system; and

WHEREAS, as a condition of consent, Bethany Fellowship, Inc., requires the conveyance of an easement to the City and that the City assumes all financial responsibility for maintenance, repair, and or replacement of the sanitary sewer pipe and manholes within the easement area, except for existing and future private service connections within said easement area; and

WHEREAS, the owner of said property located at 6820 Auto Club Road, agrees to grant the needed easement; and

WHEREAS, the easement is legally described in Exhibit A hereto (the Easement) and depicted in Exhibit B;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bloomington hereby approves and accepts the Easement.

Passed and adopted this 2nd day of May, 2016

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Mayor

ATTEST:

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Secretary to the Council

# EXHIBIT A

## The Easement

An easement for drainage and utility purposes over, under, and across that part of Lot 18, Block 1, HIDDEN BLUFFS, according to the recorded plat thereof, Hennepin County, Minnesota, lying southwesterly of the following described line.

Commencing at the southwest corner of said Lot 18; thence North 00 degrees 03 minutes 02 seconds West, along the west line of said Lot 18, a distance of 144.63 feet to the point of beginning of the line to be described; thence South 62 degrees 46 minutes 29 seconds East a distance of 18.20 feet; thence South 29 degrees 36 minutes 31 seconds East a distance of 182.81 feet; thence South 51 degrees 13 minutes 54 seconds East a distance of 179.61 feet; thence South 33 degrees 59 minutes 31 seconds West a distance of 25.77 feet to the southerly line of said Lot 18 and there terminating, herein referred to as (the "Easement Property").

The Grantor ("Bethany Fellowship, Inc.") and Grantee (the "City") hereby agree that said drainage and utility easement shall be subject to the following conditions:

1. The City, assumes all financial responsibility including but not limited to the maintenance, repair, and or replacement of an existing 8-inch PVC sanitary sewer pipe and connected manholes within the Easement Property, except for all existing and future private service connections connected to Manhole No. 78-16-G0.
2. The City, assumes all financial responsibility to replace and or repair the ground to its natural state within the Easement Property in the event of maintenance, repair, or replacement of said sanitary sewer pipe and connected manholes.
3. The City is excluded from all financial responsibility including but not limited to the construction, maintenance, repair, and or replacement of all existing and future private service connections connected to Manhole No. 78-16-G0.
4. The City is excluded from all financial responsibility to replace and or repair the ground to its natural state within the Easement Property in the event of the construction, maintenance, repair, or replacement of all existing and future private service connections connected to Manhole No. 78-16-G0.

# EXHIBIT B

## LOT 18, BLOCK 1, HIDDEN BLUFFS

